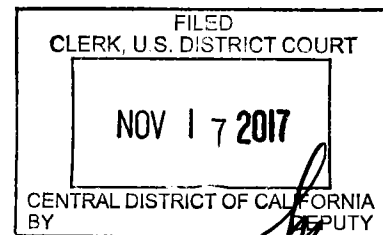


1 KING, HOLMES, PATERNO & SORIANO, LLP
 2 HOWARD E. KING, ESQ., STATE BAR NO. 77012
 3 SETH MILLER, ESQ., STATE BAR NO. 175130
 SMILLER@KHPSLAW.COM
 4 1900 AVENUE OF THE STARS, 25TH FLOOR
 LOS ANGELES, CALIFORNIA 90067-4506
 5 TELEPHONE: (310) 282-8989
 FACSIMILE: (310) 282-8903



6 Attorneys for Plaintiff/Counterdefendant
 7 VERY GOOD TOURING, INC.

8 P. K. SCHRIEFFER LLP
 9 PAUL K. SCHRIEFFER, ESQ., STATE BAR NO. 151358
 PKS@PKSLLP.COM
 10 WAYNE H. HAMMACK, ESQ., STATE BAR NO. 202709
 WHH@PKSLLP.COM
 11 100 NORTH BARRANCA STREET, SUITE 1100
 WEST COVINA, CALIFORNIA 91791
 12 TELEPHONE: (626) 373-2444
 FACSIMILE: (626) 974-8403

13 ATTORNEYS FOR DEFENDANTS AND COUNTERCLAIMANTS, CATHEDRAL
 14 SYNDICATE: 2010, A.K.A. CATHEDRAL SYNDICATE MMX, AT LLOYD'S OF
 LONDON, A FOREIGN COMPANY; LIBERTY SYNDICATE 4472 AT LLOYD'S OF
 15 LONDON, A FOREIGN COMPANY; XL CATLIN SYNDICATE 2003 OF LLOYD'S
 OF LONDON, A FOREIGN COMPANY; MARKEL SYNDICATE 3000 OF LLOYD'S
 16 OF LONDON, A FOREIGN COMPANY; ALLIANZ GLOBAL CORPORATE &
 SPECIALTY SE, A FOREIGN COMPANY (ERRONEOUSLY SUED AS ALLIANZ
 SYNDICATE OF LLOYD'S OF LONDON, A FOREIGN COMPANY)

18 UNITED STATES DISTRICT COURT
 19 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
 20

21 VERY GOOD TOURING, INC. ,
 22 Plaintiff,

23 vs.

24 CATHEDRAL SYNDICATE: 2010 OF
 25 LLOYD'S OF LONDON, a foreign
 company; LIBERTY SYNDICATE
 26 4472 OF LLOYD'S OF LONDON, a
 foreign company; XL CATLIN
 27 SYNDICATE 2003 OF LLOYD'S OF
 LONDON, a foreign company;
 28 MARKEL SYNDICATE 3000 OF
 LLOYD'S OF LONDON, a foreign

CASE NO. 2:17-cv-05693-E
 Hon. Charles F. Eick, United States
 Magistrate Judge, Courtroom 750

DISCOVERY MATTER:

~~PROPOSED~~ PROTECTIVE
 ORDER

Action Commenced: August 1, 2017

1 company; ALLIANZ SYNDICATE OF
2 LLOYD'S OF LONDON, a foreign
company,

3 Defendants.

4 AND RELATED COUNTERCLAIM
5

6 IT IS HEREBY ORDERED that a Stipulated Protective Order will govern the
7 production and exchange of confidential information in the above-captioned case on
8 the following terms:

9 **TERMS OF THE STIPULATED PROTECTIVE ORDER**

10 **1. PURPOSES AND LIMITATIONS**

11 Disclosure and discovery activity in this action are likely to involve
12 production of confidential, proprietary, or private information for which special
13 protection from public disclosure and from use for any purpose other than
14 prosecuting this litigation may be warranted. Certain materials which may have
15 been , or hereafter may be, presented produced for inspection or copying, or
16 provided or referenced in propounded in discovery or set out in discovery
17 responses, are also governed by written non-disclosure agreements involving parties
18 hereto ("NDA"). Accordingly, the parties hereby stipulate to and petition the Court
19 to enter the following Stipulated Protective Order. The parties acknowledge that
20 this Order does not confer blanket protections on all disclosures or responses to
21 discovery and that the protection it affords from public disclosure and use extends
22 only to the limited information or items that are entitled to confidential treatment
23 under the applicable legal principles.

24 **2. DEFINITIONS**

25 2.1 Challenging Party: a Party or Non-Party that challenges the designation
26 of information or items under this Order.

27 2.2 "CONFIDENTIAL" Information or Items: information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and maybe disclosed only to
2 the persons described in Paragraph 7.2 below:

3 2.3 Counsel (without qualifier): Outside Counsel of Record and House
4 Counsel (as well as their support staff).

5 2.4 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures in responses to discovery as
7 "CONFIDENTIAL."

8 2.5 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.6 For the purposes of this Order, the words "document" and "documents"
13 are used in the broadest possible sense and refer, without limitation, to documents as
14 they are defined in Fed. Rule of Civ. Pro. 34(a)(1)(A) and 34(b)(2)(B).

15 2.7 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this action.

18 2.8 House Counsel: attorneys who are employees of a party to this action.
19 House Counsel does not include Outside Counsel of Record any other outside
20 counsel. Such House Counsel shall fill out and execute the form of
21 Acknowledgement and Agreement to Be Bound, in the form attached hereto as
22 Exhibit A before reviewing or inspecting any CONFIDENTIAL Information or
23 Items.

24 2.9 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a party
27 to this action but are retained to represent or advise a party to this action and have
28 appeared in this action as counsel of record on behalf of that party or are directly

1 affiliated with a law firm which has appeared of record on behalf of that party.

2 2.11 Party: any party to this action, including all of its officers, directors,
3 employees, consultants, retained experts, and Outside Counsel of Record (and their
4 support staffs).

5 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
6 Discovery Material in this action.

7 2.13 Professional Vendors: persons or entities that provide litigation support
8 services (e.g., photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium)
10 and their employees and subcontractors.

11 2.14 Protected Material: any Disclosure or Discovery Material that is
12 designated as "CONFIDENTIAL."

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15

16 **3. SCOPE**

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries; or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.
22 However, the protections conferred by this Stipulation and Order do not cover the
23 following information: (a) any information that is in the public domain at the time
24 of disclosure to a Receiving Party or becomes part of the public domain after its
25 disclosure to a Receiving Party as a result of publication not involving a violation of
26 this Order, including becoming part of the public record through trial or otherwise;
27 and (b) any information known to the Receiving Party prior to the disclosure or
28 obtained by the Receiving Party after the disclosure from a source who obtained the

1 information lawfully and under no obligation of confidentiality to the Designating
2 Party. Any use of Protected Material at trial shall be governed by a separate
3 agreement or order.

4 **4. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order shall remain in effect until a Designating Party agrees
7 otherwise in writing or a Court order otherwise directs. Final disposition shall be
8 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
9 or without prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
11 including the time limits for filing any motions or applications for extension of time
12 pursuant to applicable law. Nothing in this Order shall serve to relieve any Party, or
13 their agents and representatives, or any person required to sign Exhibit "A" hereto
14 (Acknowledgment and Agreement to Be Bound) from the obligations owed under
15 any written NDA.

16

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

19 Each Party or Non-Party that designates information or items for protection
20 under this Order must take care to limit any such designation to specific material
21 that qualifies under the appropriate standards. The Designating Party must
22 designate for protection only those parts of material, documents, items, oral or
23 written communications that qualify - so that other portions of the material,
24 documents, items, or communications for which protection is not warranted are not
25 swept unjustifiably within the ambit of this Order.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second subparagraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix, applicable the legend
10 "CONFIDENTIAL" to each page that contains protected material, or by cover letter
11 designation identifying the page numbers of the production that the party designates
12 by any of such respective levels of confidentiality. All documents produced in
13 discovery shall be sequentially numbered with no numbers repeated in a numbering
14 sequence to be agreed upon by the parties. Stamping the legend
15 "CONFIDENTIAL" on the cover of any multipage document shall designate all
16 pages of the document as confidential, unless otherwise indicated by the producing
17 party. If only a portion or portions of the material on a page qualifies for protection,
18 the Producing Party also must clearly identify the protected portion(s) (e.g., by
19 making appropriate markings in the margins). Responses to interrogatories, requests
20 for production of documents, or requests for admissions, or the propounded
21 interrogatories, requests for production of documents or requests for inspection, may
22 be designated as "CONFIDENTIAL" by clearly labeling them as such in the body
23 of the propounded discovery or the discovery response. Any confidential
24 electronically stored information produced on magnetic disks or other computer-
25 related media may be designated as such by labeling each disk "CONFIDENTIAL"
26 prior to or contemporaneous with the production or presentation for inspection .
27 Electronic or native documents or information shall be similarly labeled where
28 practicable, and where not practicable, written notification by a producing party that

1 it is producing materials as confidential shall suffice for treatment as provided
2 herein.

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection
6 and before the designation, all of the material made available for inspection shall be
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine which
9 documents, or portions thereof, qualify for protection under this Order. Then,
10 before producing the specified documents, the Producing Party must affix the
11 "CONFIDENTIAL," legend to each page or portion that contains Protected
12 Material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in deposition or in other pretrial or trial
16 proceedings, that the Designating Party identify on the record, before the close of
17 the deposition hearing, or other proceeding, all protected testimony may be
18 designated as "CONFIDENTIAL," by making a statement to that effect on the
19 record at the deposition or by notifying the court reporter and all counsel in writing
20 of the testimony that is designated "CONFIDENTIAL," no later than twenty (20)
21 days after the date that the court reporter notifies the witness and all counsel that the
22 transcript is available for the witness to review and correct. Until the expiration of
23 the above-stated time period, the parties shall treat all testimony given at the
24 deposition as confidential. Any testimony that describes a document designated as
25 "CONFIDENTIAL" hereunder shall be deemed to have the same confidential
26 designation as the document it describes. Upon a party identifying the testimony as
27 "CONFIDENTIAL" as provided herein prior to preparation of the transcript, the
28 court reporter shall prepare the transcript of the testimony in a separate binder

1 designated as confidential as provided herein. Testimony designated as
2 "CONFIDENTIAL" after the transcript is prepared shall be maintained as
3 confidential, and counsel will be responsible for marking the copies of the transcript
4 in their possession or under their control as "CONFIDENTIAL" as applicable in
5 accordance with the designation. Deposition testimony of the Parties to this action,
6 including deposition transcripts, any videotape or other audio or audiovisual
7 recordings of depositions, and any summaries or extracts thereof, shall only be used
8 for purposes of Court hearings in this action, subject to the terms of this Order,
9 including Paragraph 14.3 of this Order regarding filing under seal, and shall not
10 otherwise be used or disclosed to any person for any purpose whatsoever.

11 (c) for information produced in some form other than documentary and
12 for any other tangible items, that the Producing Party affix in a prominent place on
13 the exterior of the container or containers in which the information or item is stored
14 the legend "CONFIDENTIAL," as applicable. If only a portion or portions of the
15 information or item warrant protection, the Producing Party, to the extent
16 practicable, shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive
19 the Designating Party's right to secure protection under this Order for such material.
20 Upon timely correction of a designation, the Receiving Party must make reasonable
21 efforts to assure that the material is treated in accordance with the provisions of this
22 Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time. Unless a prompt challenge to a
26 Designating Party's confidentiality designation is necessary to avoid foreseeable,
27 substantial unfairness, unnecessary economic burdens, or a significant disruption or
28 delay of the litigation, a Party does not waive its right to challenge a confidentiality

1 designation by electing not to mount a challenge promptly after the original
2 designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process by providing written notice of each designation it is challenging
5 and describing the basis for each challenge. To avoid ambiguity as to whether a
6 challenge has been made, the written notice must recite that the challenge to
7 confidentiality is being made in accordance with this specific paragraph of the
8 Protective Order. The parties shall attempt to resolve each challenge in good faith
9 and must begin the process by conferring directly (in voice to voice dialogue; other
10 forms of communication are not sufficient) within 14 days of the date of service of
11 notice. In conferring, the Challenging Party must explain the basis for its belief that
12 the confidentiality designation was not proper and must give the Designating Party
13 an opportunity to review the designated material, to reconsider the circumstances,
14 and, if no change in designation is offered, to explain the basis for the chosen
15 designation. A Challenging Party may proceed to the next stage of the challenge
16 process only if it has engaged in this meet and confer process first or establishes that
17 the Designating Party is unwilling to participate in the meet and confer process in a
18 timely manner.

19 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without
20 Court intervention, the Receiving Party ("Challenging Party") shall file and serve a
21 motion to eliminate or lessen the degree confidentiality, or to limit the scope of
22 information to be afforded confidentiality as designated by a producing Party or
23 Non-Party, under Civil Local Rules 7-1 through 7-20 (and in compliance with Civil
24 Local Rule 79-5, if applicable) within, to the extent practicable, 35 days of the
25 initial notice of challenge or within 21 days of the parties agreeing that the meet and
26 confer process will not resolve their dispute, whichever is later. In addition, the
27 Challenging Party may file a motion challenging a confidentiality designation, or its
28 level of confidentiality, at any time if there is good cause for doing so, including a

1 challenge to the designation of a deposition transcript or any portions thereof.

2 Unless the Designating Party has waived the confidentiality designation by failing to
3 file a motion to retain confidentiality as described above, all parties shall continue to
4 afford the material in question the level of protection to which it is entitled under the
5 Producing Party's designation until the Court rules on the challenge.

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 case only for the purpose of the prosecution, defense, or efforts directly relating to
10 settlement of this action, including any appeals, and for no other purpose, except as
11 may be the subject of a further order of this Court. Such Protected Material may be
12 disclosed only to the categories of persons and under the conditions described in this
13 Order. Prior to receiving any Protected Materials, as applicable to the level of
14 confidentiality designated, each "qualified person" under subparagraphs 7.2 (a)
15 through 7.2 (i) below, shall be provided with a copy of this Order, and disclosing
16 counsel shall have the witness execute a nondisclosure agreement in the form of
17 "Acknowledgment and Agreement to Be Bound" (Exhibit A). Disclosing counsel
18 shall retain the signed copies of the "Acknowledgment and Agreement to Be
19 Bound" Exhibit A in its file for at least six (6) years after termination of this action.
20 When the litigation has been terminated, a Receiving Party must comply with the
21 provisions of section 15 below (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the Court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this litigation;

4 (b) the officers, directors, and employees (including House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this litigation,
6 provided that such person has filled in and executed the "Acknowledgment and
7 Agreement to Be Bound" (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this litigation, and provided that such expert
10 has filled in and executed the "Acknowledgment and Agreement to Be Bound"
11 (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff, professional jury or trial consultants,
14 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
15 for this litigation, provided they have filled in and signed the "Acknowledgment
16 and Agreement to Be Bound" (Exhibit A);

17 (f) during their depositions, witnesses in the action to whom disclosure
18 is reasonably necessary and who have filled in and signed the "Acknowledgment
19 and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the
20 Designating Party or ordered by the Court. Pages of transcribed deposition
21 testimony or exhibits to depositions that reveal Protected Material must be
22 separately bound by the Court reporter and may not be disclosed to anyone except as
23 permitted under this Stipulated Protective Order. Only qualified persons listed
24 under subparagraphs 7.2(a) through 7.2(i) below, who have filled in and executed
25 the "Acknowledgment and Agreement to Be Bound" (Exhibit A) and counsel for a
26 Party or of a witness may attend depositions at which Protected materials of the
27 level of confidentiality designated are used or discussed.

28 (g) the author or recipient of a document containing the information or

1 a custodian or other person who otherwise possessed or knew the information.

2 (i) individual parties of record, if any (none to date).

3 **8. INDEPENDENT DISCOVERY OF PROTECTED MATERIAL**

4 Nothing herein shall impose any restrictions on the use or disclosure by a
5 party of material obtained by such a party independent of discovery in this action,
6 whether or not such material is also obtained through discovery in this action, or
7 from disclosing its own Protected Material as it deems appropriate.

8 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena, or a court order or any motion or petition
11 issued, filed or served in other litigation (which term includes arbitration) that
12 purports or seeks to compel disclosure of any information or items designated in this
13 action as "CONFIDENTIAL," that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena, motion,
17 petition or order to issue or be served or filed in the other litigation that some or all
18 of the material covered by the subpoena or order is subject to this Protective Order.
19 Such notification shall include a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued
21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with
23 or given notice of the subpoena, petition, motion, or court order shall not produce
24 any information designated in this action as "CONFIDENTIAL," before a
25 determination by the applicable court or tribunal from which the subpoena or order
26 issued, or in connection with such motion, petition or application, is made, unless
27 the Party has obtained the Designating Party's permission. The Designating Party
28 shall bear the burden and expense of seeking protection in that court or tribunal of

1 its confidential material and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful
3 directive from another court or tribunal. Failure to give timely and seasonable
4 notice to a Designating Party a subpoena, motion, petition, or application for order
5 in such other court or such tribunal proceeding, may result in this Court imposing
6 upon the Receiving Party the costs of the Designating Party seeking to remedy the
7 failure to give timely notice.

8 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 (a) The terms of this Order are applicable to information produced by a Non-
11 Party in this action and designated as "CONFIDENTIAL." Such information
12 produced by Non-Parties in connection with this litigation is protected by, the
13 remedies and relief provided by this Order. Nothing in these provisions should be
14 construed as prohibiting a Non-Party from seeking additional protections or
15 remedies.

16 (b) In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party's confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party's
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party
21 that some or all of the information requested is subject to a confidentiality
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this litigation, the relevant discovery request(s), and a
25 reasonably specific description of the information requested; and

26 (3) make the information requested available for inspection by the Non-
27 Party.

28 (c) If the Non-Party fails to object or seek a protective order from this court

1 within 14 days of receiving the notice and accompanying information, the Receiving
2 Party may produce the Non-Party's confidential information responsive to the
3 discovery request. If the Non-Party timely seeks a protective order, the Receiving
4 Party shall not produce any information in its possession or control that is subject to
5 the confidentiality agreement with the Non-Party before a determination by the
6 Court. Absent a court order to the contrary or contractual provision to the contrary,
7 the Non-Party shall bear the burden and expense of seeking protection in this Court
8 of its Protected Material.

9 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
15 persons to whom unauthorized disclosures were made of all the terms of this Order,
16 and (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 or Information or Items entitled to designation as one of the three levels of
23 confidentiality provided herein, the obligations of the Receiving Parties are those set
24 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
25 to modify whatever procedure may be established in an e-discovery order that
26 provides for production without prior privilege review. Pursuant to Federal Rule of
27 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
28 disclosure of a communication or information covered by the attorney-client

1 privilege or work product protection, the parties may incorporate their agreement in
2 the stipulated protective order submitted to the court.

3 **13. MISCELLANEOUS**

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 13.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 13.3 Filing Protected Material. Without written permission from the
12 Designating Party or a court order secured after appropriate notice to all interested
13 persons, a Party may not file in the public record in this action any Protected
14 Material. A Party that seeks to file under seal any Protected Material must comply
15 with Civil Local Rule 79-5. If Protected Material, including any portion of a
16 deposition transcript designated as "CONFIDENTIAL," is included in any papers to
17 be filed with the Court, such papers shall be submitted for filing with the Court
18 along with an application and proposed order to file the papers under seal in
19 compliance with Local Rule 79-5.1. The application shall be directed to the judge to
20 whom the papers are directed. Pending the ruling on the application, the papers or
21 portions thereof subject to the sealing application shall be lodged under seal.

22 **14. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in
24 paragraph 4, each Receiving Party must return all Protected Material to the
25 Producing Party or destroy' such material. As used in this subdivision, "all Protected
26 Material" includes all copies, abstracts, compilations, summaries, and any other
27 format reproducing or capturing any of the Protected Material. Whether the
28 Protected Material is returned or destroyed, the Receiving Party must submit a

1 written certification to the Producing Party (and, if not the same person or entity; to
2 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
3 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
4 that the Receiving Party has not retained any copies, abstracts, compilations,
5 summaries or any other format reproducing or capturing any of the Protected
6 Material. Notwithstanding this provision; Counsel are entitled to retain an archival
7 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
8 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
9 work product, and consultant and expert work product, even if such materials
10 contain Protected Material. Any such archival copies that contain or constitute
11 Protected Material remain subject to this Protective Order as set forth in Section 4
12 (DURATION). If any Protected Material is retained by a Receiving Party's counsel,
13 as permitted under this Paragraph 15, then such counsel for the Receiving Party
14 shall retain copies of the Acknowledgment and Agreement to Be Bound (Exhibit A)
15 for each person who reviewed or received such Protected Information for six (6)
16 years after the last date any Protected Material retained by such counsel is finally
17 destroyed or returned to the designating party without copies being retained.

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of
_____ [full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of Very Good Touring, Inc. v.
Cathedral Syndicate, et al, case number: 2:17-cv-05693-E. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I acknowledge and agree that said Court shall have
personal jurisdiction over me in connection with any such proceedings, by reason of
any action or omission with respect to the Stipulated Protective Order, regardless of
where such actions or omissions are committed, including whether in or outside the
Central District of California, or outside the United States, in light of the prospect
that compliance or non-compliance with such Stipulated Protective Order has
impact on persons or interests in the Central District of California.

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1 I hereby appoint _____ [print or type full name] of
2 _____ [print or type full address and
3 telephone number] as my California agent for service of process in connection with
4 this action or any proceedings related to enforcement of this Stipulated Protective
5 Order.

6 Date: _____

7 City and State where sworn and signed: _____

8 Printed name: _____

9 Signature: _____

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ORDER

IT IS SO ORDERED.

Dated: 11/17/17

By:



The Honorable Magistrate Judge
Charles F. Eick